

PROCUREMENT DIVISION  
100 N. ANDREWS AVENUE  
FORT LAUDERDALE, FL 33301  
(954) 828-5933  
FAX (954) 828-5576

City of Fort Lauderdale  
INVITATION TO BID/REQUEST FOR PROPOSAL  
e-mail: [purchase@ci.fort-lauderdale.fl.us](mailto:purchase@ci.fort-lauderdale.fl.us)

ITB NO. **622-8625**

**ISSUE DATE:** 12/20/01  
**PAGE 1 OF 11**  
**BIDS MUST BE RECEIVED**  
**PRIOR TO 2:00 P.M.**  
**ON:** 1/23/02

**TITLE: Plumbing Maintenance (ANNUAL CONTRACT)**

PROCUREMENT SPECIALIST: **Marsha M. Perri, CPPB**

DEPT: **Public Services**

CONTACT FOR TECHNICAL QUESTIONS: **John McDowell**

PHONE: **(954) 828-5770**

**Bidder Must Complete the Following:**

Vendor Name	Total Bid Discount (section 1.04)
Number & Street:	Bids are firm for Acceptance for 90 days (Section 1.05)
City, State, Zip (+4) (See General Conditions Section 1.01)	Yes _____ No _____ Other _____
If this Invitation was mailed to an incorrect address, Mark "X" here <input type="checkbox"/> and we will adjust our records	State or reference any variances (section 1.06)
Area Code and Telephone No. ( ) _____ ( 800 ) _____	Web site address: <a href="http://www/">http://www/</a> _____
FAX ( ) _____ e-mail: _____	NO BID: If not submitting a bid, state reason below and return one copy of this form (section 1.07)
Delivery: Calendar days after receipt of Purchase Order: (section 1.02) _____ days	
Payment Terms: (section 1.03) _____% , net _____	Does your firm qualify for MBE, WBE, SBE status In accordance with Section 1.08 of General Conditions?  MBE _____ WBE _____ SBE _____

**How to Submit Bids/Proposals:** It will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Procurement Division, 6<sup>th</sup> floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed.  
**Do not submit via Facsimile. Facsimile bids will not be accepted.**

Each bid envelope must be sealed with the following information stated on the **OUTSIDE** of the envelope:

**BID/RFP No. 622-8625**

**Title: Plumbing Maintenance**

**Opens: 1/23/02**

**Vendor Certification:** I, the below signed hereby agree to furnish the required article(s) or services(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any other bidder(s) and have not colluded with any other bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title (Typed or Printed)

\_\_\_\_\_  
Name of Authorized Representative (typed or printed)

\_\_\_\_\_  
Date

**City of Fort Lauderdale  
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Purchasing. The City reserves the right to supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discount for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount is computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm's prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not listed and referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or declare the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to encourage the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar characteristics. Persons who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a partnership, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females. In the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of doing business for a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European descent including Pakistani and Eastern European.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

## **1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contract procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation of these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in the areas of minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formally included in the subsequent contract.

- 1.09(a) CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification from Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of minority status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

## **Part II DEFINITIONS/ORDER OF PRECEDENCE**

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions, addenda and any other document used in the bidding process:
- INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
- REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
- BID – a price and terms quote received in response to an ITB.
- PROPOSAL – a proposal received in response to an RFP.
- BIDDER – Person or firm submitting a Bid.
- PROPOSER – Person or firm submitting a Proposal.
- RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
- RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the reliability that will assure good faith performance.
- FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City, applying the evaluation criteria contained in the RFP.
- SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
- CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
- CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, in accordance with the terms of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or contracts.
- CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
- The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Award, Agreement or Purchase Order.
- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall prevail over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

## **PART III BIDDING AND AWARD PROCEDURES:**

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Purchasing Office, or other designated location in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with a different model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model number, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight until Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers are: **Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with an approved equal, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted, the bid may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Purchasing Division immediately. Such notification must be received by the Purchasing Division prior to the deadline contained in the ITB, for questions of clarification, nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special provisions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the ITB.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in the Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. If full demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide the demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy consumption, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. If specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified in the ITB. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, money order, cashier's check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after bid opening. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; adequate insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.07, Florida Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, or if the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from entering into any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award a contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following factors shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance and repair parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a contract to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past and the procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern the submission, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between the Bidder submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or artificial, and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

## **PART IV BONDS AND INSURANCE**

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall be responsible and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. All certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material modification. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or the protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

## **PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for late delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quantity, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the work, he will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB award contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any communication with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor or employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale, its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by the Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions for personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds available in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade and Miami Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes and comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances, rules and regulations applicable to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage, and unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contractor shall reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fulfill all City requirements submitted to the Contractor until the termination date contained in the notice.
  2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
  3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for re-bidding business from the City for a state period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by the City authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida Statute 218.30, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, the Contractor shall mutually agree and understand without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City to a selected designee.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

**City of Fort Lauderdale  
Purchasing Division  
Invitation to Bid 622-8625  
Plumbing Maintenance (Contract)**

**Section 1. General Conditions**

**1.01 Purpose:** The City of Fort Lauderdale is actively seeking bids from qualified vendors, hereinafter to be referred to as the Contractor, to provide products and/or services for **Plumbing Maintenance** in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

**1.02 Information:** For information regarding bidding procedures, contact:

**Marsha M. Perri, CPPB  
Procurement Specialist II  
Public Services Department  
Telephone: (954) 828-7816**

For information regarding the technical specifications, contact:

**John McDowell  
Public Services Department  
Telephone: (954) 828-5770**

Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum.

No oral order, objection, claim or notice by any party to the other, either before or after execution of this bid, shall affect or modify any of the terms or obligations contained in any of the documents comprising this bid.

**1.03 Scope of Work:** The successful bidder agrees to furnish all labor and materials, to inspect, install replacement parts, maintain and service City plumbing facilities. The Contractor may be requested to provide information relating to equipment and/or installation of plumbing equipment and supplies.

**1.04 Eligibility:** To be eligible to respond to this ITB, the proposing firm must presently be engaged in providing these services. In addition, the firm must demonstrate that they, or the principals assigned to the project, have recently and successfully provided similar services to at least three (3) clients. Bidders will be required to demonstrate proof of experience in the management and administration of an organization of the magnitude required for the performance of this contract.

The City of Fort Lauderdale reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the contract documents, including the financial ability, organizational ability, experience record and equipment.

The City of Fort Lauderdale will determine whether the evidence of ability to perform is satisfactory and will make award only when such evidence is deemed satisfactory. The City reserves the right to reject bids where evidence submitted, on investigation and evaluation, is determined by the City to indicate inability of the bidder to perform.

**1.05 Award:** The City shall evaluate all bids in accordance with the ITB specifications. Award shall be based on the information submitted. In addition to the cost to the City, the City reserves the right to consider: the bidder's past performance, client references, qualifications, length of time providing the services, business facility, staffing level and experience of staff, equipment, scheduling methods and financial stability of the bidder.

**1.06 Contract Period:** The initial contract period shall be for one (1) year commencing approximately March 24, 2002 or when approved by the City. The contract shall have extension provisions for up to two, one-year periods, providing: both parties to the agreement approve; all terms, conditions and specifications remain the same, and the extension is approved by the City.

- 1.07 Trial Period:** If the low responsive and responsible bidder meeting specifications has not previously performed like services for the City of Fort Lauderdale, the City reserves the right to request the services for a trial period. Such period to be designated by appropriate City personnel to determine that the bidder will perform to the City's complete satisfaction. If a trial period is requested, all terms and conditions of the bid shall apply, and the Contractor shall provide all required documentation prior to commencement of any work.

The Contract Coordinator (or his designee) shall complete a performance evaluation prior to the end of the trial period. The evaluation shall be given to the Contractor for review and comment and shall serve as the basis for continuation or termination of services. The trial period shall not be considered as part of the initial contract term. Only after successful completion of the test period shall a contract be initiated.

- 1.08 Selling, Transferring or Assigning Contract:** No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the City.

- 1.09 No Exclusive Contract/Additional Services:** Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

- 1.10 Variances and Exceptions:** Bidder **must** state in detail any variances or exceptions to specifications, terms, and conditions in the space provided on Page 1 of this Invitation to Bid. If variances or exceptions are noted elsewhere and/or attached, then you **must** make reference to that fact in the space provided on Page 1 of this Invitation to Bid.

- 1.11 Payment:** Payment will be made monthly, after receipt of services requested and approval of invoice for such services.

The City will make every effort to notify the Contractor within ten (10) days of receipt of invoice of any items questioned. The Contractor shall prepare verification data for the amount claimed and provide complete cooperation during such investigation of any discrepancies.

- 1.12 Price Adjustments:** The costs to the City as proposed and accepted by the City shall be firm for the initial contract term. Costs for subsequent terms shall be subject to an adjustment only if increases have occurred in the industry and are properly documented.

Unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or the latest yearly percentage (%) increase in the **All Urban Consumers Price Index (CPI-U)** as published by the Bureau of Labor Statistics, U. S. Department of Labor, whichever is less. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year in effect, compared to the index for the comparable month one-year prior.

Any requested cost increase shall be fully documented and submitted to the City at least sixty (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or the industry costs decline, the City shall receive from the Contractor, a reduction of costs, in accordance with the terms and conditions for adjustments detailed above.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient.

In the event that the City does not wish to accept the adjusted costs and the matter can not be resolved to the satisfaction of the City, the contract may be canceled by the City upon giving thirty (30) days written notice to the Contractor.

- 1.13 Insurance Requirements:** The Contractor shall furnish proof of Workers' Compensation Insurance, General Liability Insurance and Business Automobile Liability Insurance. Coverage to remain in force at all times during the contract period. The following minimum insurance coverage is required, with the City added as an **"Additional Insured"** with relation to Comprehensive General Liability Insurance. Cost for adding the City of Fort Lauderdale as **"Additional Insured"** will be the responsibility of the Contractor.



**1.13.01 Workers' Compensation & Employer's Liability Insurance**

Limits: Workers; Compensation: Statutory  
Employer's Liability \$100,000.00

**1.13.02 Comprehensive General Liability Insurance**

Limits: Combined Single Limit Bodily Injury/Property Damage: \$500,000.00

**1.13.03 Business Automobile Liability Insurance**

Combined Limits:

Bodily Injury: \$250,000.00 each person  
\$500,000.00 each occurrence

Property Damage: \$100,000.00 each occurrence

**1.13.04 Subcontractor Insurance:** Contractor is advised to require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the Contractor may consider necessary. Any deficiency in coverage or policy limits of any subcontractors will be the sole responsibility of the Contractor.

Contractor shall report to the City staff person on duty, any damage done to City property by Contractor's personnel on the same day as such damage may occur. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced to the complete satisfaction of the City at no additional cost to the City.

Original Certificates of Insurance must be furnished to the City's Purchasing Division prior to the commencement of any work. The City shall be given thirty (30) days written notice of any cancellation or material change in any policy.

**1.14 Laws, Ordinances, Etc. :** The Contractor shall observe and comply with all Federal, State, local and municipal laws, ordinances, rules and regulations that would apply to this contract.

**1.15 Permits, Taxes, Licenses:** The successful Contractor, shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, State and Federal laws, rules and regulations applicable under this contract. The provision also includes City issued permits.

**1.16 Signature Requirement:** Bidder please insure that you have signed Page 1 of this Invitation to Bid. Omission of signature on that page may result in the rejection of your bid.

**1.17 Minority Participation:** The City of Fort Lauderdale wants to increase the participation of minority business enterprise (MBE) and women business enterprise (WBE) in its purchasing activities. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. If your firm qualifies, please indicate in Section 1j. of the first page of the Invitation to Bid.

If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida **Division of Equal Employment and Small Business Opportunity**. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

**1.18 Lobbying Activities: All Bidders/Proposers Please Note:** Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7<sup>th</sup> Floor of City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://ci.ftlaud.fl.us/documents/index.htm>.

- 1.19 Public Entity Crimes:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 187.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

## **Part 2. Special Conditions**

- 2.01 Scope of Work:** The Contractor shall respond, within two (2) hours, to all requests for service initiated by the City's Public Services Department. Failure to respond to such request for service within the specified two (2) hour period, may be deemed cause for termination of the contract.

If, upon inspection of required work, the Contractor determines that the system shall require such services as to render the system out of commission and inoperable for a period exceeding eight (8) hours, the Contractor shall be responsible for notifying designated personnel and for providing an estimate of when repairs will be completed.

Should applicable City personnel determine that work completed by the Contractor is not properly completed and/or to City Code, such work shall be replaced and/or otherwise completed to the complete satisfaction of the City. Such rework and/or replacement of defective materials shall be performed at no additional cost to the City.

- 2.02 Work Scheduling:** The Contractor shall endeavor to complete all requested work during normal working hours and without the necessity of overtime labor. Should it be determined that work cannot be completed during the course of regular working hours, the Contractor shall provide such information to authorized City personnel with a request to authorize such overtime labor. Authorization must be received prior to commencement of such work.

- 2.03 Authorization for Repair Orders:** A list of personnel authorized to request service/repair work will be given to the successful bidder. Those will be the only people who are authorized to request service/repair work.

- 2.04 Contractor's Personnel:** The City shall be provided with a list of all personnel (including supervisory) assigned to the contract. The list shall include the names, emergency telephone and pager numbers. The Contractor shall be responsible for keeping this list up to date.

If requested, resumes and background information will also be provided. The City reserves the right to review for acceptance prior to assignment of personnel to the contract.

All proposed employees shall present a professional appearance; be neat, clean and well groomed; courteous; properly uniformed; and conduct themselves in a respectable manner in the performance of the duties and while on City property.

In the event the Contractor wishes to substitute personnel, such personnel shall meet or exceed the qualifications, in accordance with the ITB specifications. All Contractor's personnel shall be subject to prior City approval.

- 2.05 Replacement Parts:** The Contractor shall provide replacement parts as required during the term of the contract. Only **Original Equipment Manufactured (OEM)** parts may be utilized, unless authorized by proper City personnel.

- 2.06 Pricing:** Price information required in the proposal section of this bid, relating to materials (parts) costs and/or labor charges must include any additional costs or other charges incurred by the bidder. This includes, but is not limited to travel time.

### Section 3. Proposal

Repairs performed on units at job site or at Contractor's Service Center including: removal, service and reinstallation:

#### STANDARD RATES

Plumber	\$ ____/hr. X 500 hours *	\$ ____ annually
Helper	\$ ____/hr. X 200 hours *	\$ ____ annually

Jet Rodder w/operator	\$ ____/hr. X 100 hours *	\$ ____ annually
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#### OVERTIME RATES

Plumber	\$ ____/hr. X 200 hours *	\$ ____ annually
Helper	\$ ____/hr. X 100 hours *	\$ ____ annually

Jet Rodder w/operator	\$ ____/hr. X 50 hours *	\$ ____ annually
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TOTAL annual estimated labor charges \$ \_\_\_\_ annually

\* Estimate hours per year

#### REPLACEMENT PARTS

The following costs are to be added to the above labor rates for work as required in the course of this contract. Bidder shall indicate below, a percentage equal to less than or more than the net cost to the Contractor from his primary source(s) of supply.

Parts: Estimated annual value based on cost to Contractor:

\$5,000.00 Annual Expenditure: Percentage to Invoice Cost: \_\_\_\_\_%

Circle one of the following:

Equal (NET)  
Plus (ADDED TO)  
Minus (DEDUCTED FROM)

